

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Maureen Elizabeth Calder	:	
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Darlington Woods Condominium Association	:	
Movant	:	Chapter 13
v.	:	No. 18-16521
Maureen Elizabeth Calder	:	
Respondent	:	
Kenneth E. West	:	
Trustee	:	

STIPULATION

And now, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage held by movant Darlington Woods Condominium

Association is \$3,913, which breaks down as follows:

- a. Post-petition assessments and late fees from September 30, 2019-January 14, 2022, is \$3,366.00;
- b. Attorney fees and costs \$547.00;
- c. Total Post petition arrears is \$3,913.00.

2. Debtor shall cure the said arrearages in the following manner:

- a. On or before February 1, 2022, Debtor will make the regular monthly payment of \$324.00.
- b. Beginning with the payment due March 1, 2022, and continuing thereafter, through September 1, 2023, Debtor shall pay to Movant the present regular monthly assessment of \$324.00 (or as adjusted) on or before the first(1st) day of each month (with late charges being assessed after the 10th of the month) plus an additional amount of \$205.95 for a total payment of \$529.95.
- c. Should Debtor provide sufficient proof of payments made, but not credited (front and back copies of cancelled checks and/or money orders) Movant shall adjust the account accordingly).
- d. In the event the payments under ¶ a. and b. above are not tendered pursuant to the terms of this stipulation, Movant shall notify the Debtor of the delinquent

payment(s). If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3), which parties hereby agree to waive.

3. If the case is converted to Chapter 7, Movant may, at its option, file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay.
4. If the instant bankruptcy is terminated either by dismissal or discharge, this agreement shall be null and void, and is not binding on the parties.
5. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts included in this stipulation, including fees and costs, due under the terms of the Association's Declaration of Condominium filed in the Office of the Recorder of Deeds of Delaware County, Pennsylvania, Volume 0606, page 0001 et seq. ("Declaration").
6. The parties agree that a facsimile signature shall be considered an original signature.

Dated: 1/25/2022

/s/ Jamie W. Gonsharoff
Jamie W. Goncharoff, Esquire
15 West Gay Street
West Chester, PA 19380

Dated: 1/18/2022

/s/ Anthony A. Frigo, Esq.
Anthony A. Frigo, Esquire
175 Strafford Ave., Suite One
Wayne, PA 19087

Dated: 2/3/2022

/s/ Jack Miller
Kenneth E. West
Chapter 13, Standing Trustee

Approved by the Court this _____ day of _____, 2022. However, the Court retains discretion regarding entry of any further Order.

Date: February 4, 2022



Ashely M. Chan
U.S. Bankruptcy Judge